

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intermedia Outdoor, Inc.		01/31/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, Cayman Islands Branch		
Street Address:	One Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Cayman Islands branch of a Swiss bank: SWITZERLAND		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	1654229	(F)FISH + (L)LOCATION + (P)PRESENTATION= (S)SUCCESS	
Registration Number:	2161357	AQUA-VISION	
Registration Number:	2090267	BASS GUIDE	
Registration Number:	1130848	BOWHUNTER	
Registration Number:	2029380	CATFISH GUIDE	
Registration Number:	2485531	CRITICAL CONCEPTS	
Registration Number:	2119753		
Registration Number:	2621036	FLORIDA SPORTSMAN	
Registration Number:	1236290	FLY FISHERMAN	
Registration Number:	2206569	FLY FISHERMAN'S FLY FISHING TACTICS	
Registration Number:	2540509		
Registration Number:	1207222	GUN DOG	
Registration Number:	2522261	GUNS & AMMO	
Registration Number:	2723313	HANDGUNS	

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Registration Number:	1479595	IN-FISHERMAN
Registration Number:	1478056	IN-FISHERMAN
Registration Number:	2658811	IN-FISHERMAN
Registration Number:	1662310	IN-FISHERMAN
Registration Number:	1886377	IN-FISHERMAN RADIO
Registration Number:	2658660	NORTH AMERICAN WHITETAIL
Registration Number:	2550110	PETERSEN'S BOWHUNTING
Registration Number:	2550109	PETERSEN'S HUNTING
Registration Number:	2550111	PETERSEN'S RIFLE SHOOTER
Registration Number:	1699952	PROFESSIONAL WALLEYE TRAIL
Registration Number:	2255216	PWT
Registration Number:	2650871	SHALLOW WATER ANGLER
Registration Number:	2576151	SHOOTING TIMES
Registration Number:	2036934	SHOTGUN NEWS
Registration Number:	2382074	SHOTGUN NEWS
Registration Number:	2712273	STICKBOW HUNTING
Registration Number:	1878640	THE IN-FISHERMAN WALLEYE GUIDE
Registration Number:	2188642	WALLEYE GUIDE
Registration Number:	1723741	WALLEYE IN-SIDER
Registration Number:	2287615	WILDFOWL

CORRESPONDENCE DATA

Fax Number: (917)777-2517
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-2517
 Email: oepstein@skadden.com
 Correspondent Name: Oren Epstein
 Address Line 1: 4 Times Square
 Address Line 2: 30-112
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2042
NAME OF SUBMITTER:	Oren Epstein
Signature:	/oe/
Date:	03/07/2007

Total Attachments: 14

TRADEMARK
REEL: 003495 FRAME: 0243

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Second Lien)**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated January 31, 2007, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of CREDIT SUISSE, CAYMAN ISLANDS BRANCH (“*CS*”), as collateral agent (together with its successors in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, INTERMEDIA OUTDOOR, INC., a Delaware corporation, has entered into a Senior Secured Credit Agreement, dated as of January 31, 2007 (as amended, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “*Credit Agreement*”) with the Lenders from time to time party thereto, and CS, as Administrative Agent and as Collateral Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated January 31, 2007 made by the Grantors in favor of the Collateral Agent for the ratable benefit of the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (collectively, the “*Collateral*”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of such Grantor’s Obligations:

- (i) (a) all letters patent of the United States, any other country or any political subdivision thereof, including, without limitation, those listed on Schedule A hereto, all reissues and extensions thereof and all goodwill associated therewith, (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, those listed on Schedule A hereto, (c) all rights to obtain any reissues or extensions of the foregoing and all improvements thereto, and (d) all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any patent, including, without limitation, the right to manufacture, use or sell any invention covered in whole or in part by a patent, including, without limitation, those listed on Schedule A hereto, (collectively, “*Patents*”);

(ii) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, slogans, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, whether registered or unregistered, now existing or hereafter adopted, acquired or assigned to, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the U.S. Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including, without limitation, those listed on Schedule B hereto together with (b) any and all (i) rights and privileges arising under applicable Laws with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to collect for past, present and future infringements thereof, together, in each case, with the goodwill symbolized thereby (collectively, "**Trademarks**");

(iii) (a) all copyright rights in any work subject to the copyright laws of the United States or any other country (including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof), whether as author, assignee, transferee or otherwise, whether registered or unregistered and whether published or unpublished and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the U.S. Copyright Office including, without limitation, those listed on Schedule C hereto, and all (i) rights and privileges arising under applicable Laws with respect to such Grantor's use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to collect for past, present or future infringements thereof (collectively, "**Copyrights**");

(iv) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing (collectively, "**Computer Software**");

(v) all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for registration set forth in Schedules A, B and C hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(vi) all tangible embodiments of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(viii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

provided that no United States intent-to-use trademark or service mark application shall be included in the Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; after such period, each Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Collateral Agent and shall be included in the Collateral.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantors to any Secured Party under the Loan Documents but for the fact that any such Obligation is unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this IP Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of January 31, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Intercreditor Agreement***"), among Credit Suisse, Cayman Islands Branch, as First Lien Administrative Agent and as First Lien Collateral Agent, and Credit Suisse, Cayman Islands Branch, as Second Lien Administrative Agent and as Second Lien Collateral Agent, and InterMedia Outdoor, Inc. In the event of any conflict between the terms of the Intercreditor Agreement and this IP Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature pages follow]

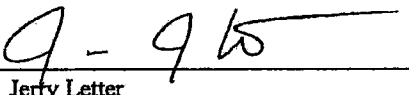
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INTERMEDIA OUTDOOR, INC.

By: 
Name: Jerry Letter
Title: Chief Financial Officer

Address for Notices:
405 Lexington Avenue, 48th Floor
New York, NY 10174

INTERMEDIA OUTDOOR HOLDINGS, INC.

By: 
Name: Jerry Letter
Title: Chief Financial Officer

Address for Notices:
405 Lexington Avenue, 48th Floor
New York, NY 10174

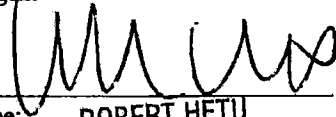
[IP Security Agreement (Second Lien)]

Accepted and Agreed as of this 31st day of January, 2007

By:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By


Name: ROBERT HETU
Title: MANAGING DIRECTOR

By


Name: DENISE L. ALVAREZ
Title: ASSOCIATE

[IP Security Agreement (Second Lien)]

TRADEMARK
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**Schedule A to the
Intellectual Property Security Agreement (Second Lien)**



Patents


None

Schedule B to the
Intellectual Property Security Agreement (Second Lien)



Trademarks

Mark	Serial/ Registration Number	Filing/Registration Date	Owner	Status	Next Action/ Comments
(F)FISH + (L)LOCATION + (P)PRESENTATIO N=(S)SUCCESS AQUA-VISION	Serial No. 74/083,340; Reg. No. 1,654,229	Filing Date 7/30/1990; Reg. Date 8/20/1991	InterMedia Outdoor, Inc.	Registered	Renewal due 8/20/2011
	Serial No. 75/166,008; Reg. No. 2,161,357	Filing Date 9/13/1996; Reg. Date 6/2/1998	InterMedia Outdoor, Inc.	Registered	Renewal due 6/2/2008
BASS GUIDE	Serial No. 75/163,589; Reg. No. 2,090,267	Filing Date 9/10/1996; Reg. Date 8/19/1997	InterMedia Outdoor, Inc.	Registered (Supplemental Register)	Renewal due 8/19/2007
BOWHUNTER	Serial No. 73/168,102; Reg. No. 1,130,848	Filing Date 4/26/1978; Reg. Date 2/12/1980	InterMedia Outdoor, Inc.	Registered	Renewal due 2/12/2010
CATFISH GUIDE	Serial No. 74/737,188; Reg. No. 2,029,380	Filing Date 6/1/1995; Reg. Date 1/7/1997	InterMedia Outdoor, Inc.	Registered (Supplemental Register)	Renewal due 1/7/2007
CRITICAL CONCEPTS	Serial No. 75/424,909; Reg. No. 2,485,531	Filing Date 1/28/1998; Reg. Date 9/4/2001	InterMedia Outdoor, Inc.	Registered	Declaration of Use due between 9/4/2006-9/4/2007

Mark	Serial/ Registration Number	Filing/Registration Date	Owner	Status	Next Action/ Comments
	Serial No. 75/208,388; Reg. No. 2,119,753	Filing Date 11/20/1996; Reg. Date 12/9/1997	InterMedia Outdoor, Inc.	Registered	Renewal due 12/9/2007
FLORIDA SPORTSMAN	Serial No. 76/325,053; Reg. No. 2,621,036	Filing Date 10/12/2001; Reg. Date 9/17/2002	InterMedia Outdoor, Inc.	Registered	Declaration of Use due between 9/17/2007- 9/17/2008
FLY FISHERMAN	Serial No. 73/361,674; Reg. No. 1,236,290	Filing Date 4/26/1982; Reg. Date 5/3/1983	InterMedia Outdoor, Inc.	Registered	Renewal due 5/3/2013
FLY FISHERMAN'S FLY FISHING TACTICS	Serial No. 75/271,550; Reg. No. 2,206,569	Filing Date 4/8/1997; Reg. Date 12/1/1998	InterMedia Outdoor, Inc.	Registered	Renewal due 12/1/2008
	Serial No. 76/300,295; Reg. No. 2,540,509	Filing Date 8/14/2001; Reg. Date 2/19/2002	InterMedia Outdoor, Inc.	Registered	Declaration of Use due between 2/19/2007- 2/19/2008
GUN DOG	Serial No. 73/332,872; Reg. No. 1,207,222	Filing Date 10/16/1981; Reg. Date 9/7/1982	InterMedia Outdoor, Inc.	Registered	Renewal due 9/7/2012
GUNS & AMMO	Serial No. 76/169,807; Reg. No. 2,522,261	Filing Date 11/20/2000; Reg. Date 12/25/2001	InterMedia Outdoor, Inc.	Registered	Declaration of Use due between 12/25/2006- 12/25/2007

Mark	Serial/ Registration Number	Filing/Registration Date	Owner	Status	Next Action/ Comments
HANDGUNS	Serial No. 76/297,955; Reg. No. 2,723,313	Filing Date 8/8/2001; Reg. Date 6/10/2003	InterMedia Outdoor, Inc.	Registered	Declaration of Use due between 6/10/2008- 6/10/2009
IN-FISHERMAN	Serial No. 73/672,282; Reg. No. 1,479,595	Filing Date 7/16/1987; Reg. Date 3/8/1988	InterMedia Outdoor, Inc.	Registered	Renewal due 3/8/2008
IN-FISHERMAN	Serial No. 73/672,283; Reg. No. 1,478,056	Filing Date 7/16/1987; Reg. Date 2/23/1988	InterMedia Outdoor, Inc.	Registered	Renewal due 2/23/2008
IN-FISHERMAN	Serial No. 76/317,238; Reg. No. 2,658,811	Filing Date 9/26/2001; Reg. Date 12/10/2002	InterMedia Outdoor, Inc.	Registered	Declaration of Use due between 12/10/2007- 12/10/2008
IN-FISHERMAN	Serial No. 74/116,582; Reg. No. 1,662,310	Filing Date 11/19/1990; Reg. Date 10/29/1991	InterMedia Outdoor, Inc.	Registered	Renewal due 10/29/2011
IN-FISHERMAN RADIO	Serial No. 74/493,891; Reg. No. 1,886,377	Filing Date 2/24/1994; Reg. Date 3/28/1995	InterMedia Outdoor, Inc.	Registered	Renewal due 3/28/2015
	Serial No. 76/300,149; Reg. No. 2,658,660	Filing Date 8/14/2001; Reg. Date 12/10/2002	InterMedia Outdoor, Inc.	Registered	Declaration of Use due between 12/10/2007- 12/10/2008

Mark	Serial/ Registration Number	Filing/Registration Date	Owner	Status	Next Action/ Comments
PETERSEN'S BOWHUNTING	Serial No. 76/297,953; Reg. No. 2,550,110	Filing Date 8/8/2001; Reg. Date 3/19/2002	InterMedia Outdoor, Inc.	Registered	Declaration of Use due between 3/19/2007- 3/19/2008
PETERSEN'S HUNTING	Serial No. 76/297,952; Reg. No. 2,550,109	Filing Date 8/8/2001; Reg. Date 3/19/2002	InterMedia Outdoor, Inc.	Registered	Declaration of Use due between 3/19/2007- 3/19/2008
PETERSEN'S RIFLE SHOOTER	Serial No. 76/297,954; Reg. No. 2,550,111	Filing Date 8/8/2001; Reg. Date 3/19/2002	InterMedia Outdoor, Inc.	Registered	Declaration of Use due between 3/19/2007- 3/19/2008
PROFESSIONAL WALLEYE TRAIL	Serial No. 74/092,228; Reg. No. 1,699,952	Filing Date 8/29/1990; Reg. Date 7/7/1992	InterMedia Outdoor, Inc.	Registered	Renewal due 7/7/2012
PWT	Serial No. 75/430,608; Reg. No. 2,255,216	Filing Date 2/9/1998; Reg. Date 6/22/1999	InterMedia Outdoor, Inc.	Registered	Renewal due 6/22/2009
SHALLOW WATER ANGLER	Serial No. 76/333,149; Reg. No. 2,650,871	Filing Date 11/1/2001; Reg. Date 11/12/2002	InterMedia Outdoor, Inc.	Registered (Supplemental Register)	Declaration of Use due between 11/12/2007- 11/12/2008
SHOOTING TIMES	Serial No. 76/316,075; Reg. No. 2,576,151	Filing Date 9/24/2001; Reg. Date 6/4/2002	InterMedia Outdoor, Inc.	Registered	Declaration of Use due between 6/4/2007-6/4/2008
SHOTGUN NEWS	Serial No. 75/047,549; Reg. No. 2,036,934	Filing Date 1/23/1996; Reg. Date 2/11/1997	InterMedia Outdoor, Inc.	Registered	Renewal due 2/11/2007

Mark	Serial/ Registration Number	Filing/Registration Date	Owner	Status	Next Action/ Comments
	Serial No. 75/343,610; Reg. No. 2,382,074	Filing Date 8/19/1997; Reg. Date 9/5/2000	InterMedia Outdoor, Inc.	Registered	Declaration of Use was due between 9/5/2006; records indicate this has been filed, but not accepted yet
STICKBOW HUNTING	Serial No. 76/423,216; Reg. No. 2,712,273	Filing Date 6/17/2002; Reg. Date 4/29/2003	InterMedia Outdoor, Inc.	Registered (Supplemental Register)	Declaration of Use due between 4/29/2008- 4/29/2009
THE IN- FISHERMAN WALLEYE GUIDE	Serial No. 74/487,419; Reg. No. 1,878,640	Filing Date 2/7/1994; Reg. Date 2/14/1995	InterMedia Outdoor, Inc.	Registered	Renewal due 2/14/2015
WALLEYE GUIDE	Serial No. 75/305,697; Reg. No. 2,188,642	Filing Date 6/9/1997; Reg. Date 9/8/1998	InterMedia Outdoor, Inc.	Registered (Supplemental Register)	Renewal due 9/8/2008
WALLEYE IN- SIDER	Serial No. 74/241,675; Reg. No. 1,723,741	Filing Date 1/30/1992; Reg. Date 10/13/1992	InterMedia Outdoor, Inc.	Registered	Renewal due 10/13/2012
	Serial No. 75/517,098; Reg. No. 2,287,615	Filing Date 7/10/1998; Reg. Date 10/19/1999	InterMedia Outdoor, Inc.	Registered	Renewal due 10/19/2009
State Trademark					
FLORIDA SPORTSMAN (Florida)	Reg. No. T97193	Reg. Date 2/20/1997	InterMedia Outdoor, Inc.	Registered	Renewal due 2/20/2007
International Trademarks					

Mark	Serial/ Registration Number	Filing/Registration Date	Owner	Status	Next Action/ Comments
(F)FISH + (L)LOCATION + (P)PRESENTATIO N=(S)SUCCESS (Canada)	Appl. No. 0674856; Reg. No. TMA408720	Filing Date 1/30/1991; Reg. Date 2/26/1993	InterMedia Outdoor, Inc.	Registered	Renewal due 2/26/2008
IN-FISHERMAN (Canada)	Appl. No. 1194252; Reg. No. TMA626900	Filing Date 10/27/2003; Reg. Date 11/26/2004	InterMedia Outdoor, Inc.	Registered	Renewal due 11/26/2019
IN-FISHERMAN (Canada)	Appl. No. 1231455; Reg. No. TMA645074	Filing Date 9/24/2004; Reg. Date 7/28/2005	InterMedia Outdoor, Inc.	Registered	Renewal due 7/28/2020
PROFESSIONAL WALLEYE TRAIL (Canada)	Appl. No. 0713894; Reg. No. TMA424731	Filing Date 9/30/1992; Reg. Date 3/4/1994	InterMedia Outdoor, Inc.	Registered	Renewal due 3/4/2009
WALLEYE IN- SIDER (Canada)	Appl. No. 0708988; Reg. No. TMA421133	Filing Date 7/13/1992; Reg. Date 12/17/1993	InterMedia Outdoor, Inc.	Registered	Renewal due 12/17/2008
GUNS & AMMO (Russian Federation)	Reg. No. 234226	Reg. Date 1/5/2003	InterMedia Outdoor, Inc.		Records unavailable

**Schedule C to the
Intellectual Property Security Agreement (Second Lien)**

Registered Copyrights

None